

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

**LABORERS' PENSION FUND and)
LABORERS' WELFARE FUND OF THE)
HEALTH AND WELFARE DEPARTMENT)
OF THE CONSTRUCTION AND GENERAL)
LABORERS' DISTRICT COUNCIL OF)
CHICAGO AND VICINITY, JAMES S.)
JORGENSEN, Administrator of the Funds,)**

Plaintiffs,

v.

ANGEL CLEANING SERVICE, et al.,

Defendant.

Case No. 04 C 7290

Magistrate Judge Cole

**PLAINTIFFS' MOTION TO REINSTATE AND
TO ENTER JUDGMENT AGAINST ANGEL'S
CLEANING SERVICE AND MARIA SCOTT**

Plaintiffs, by their attorneys, respectfully request this Court to reinstate this cause and enter judgment based on the Settlement Agreement and Release entered into by the parties on or about May 9, 2006. Plaintiffs are seeking judgment in the total amount of \$34,550.27, against Angel's Cleaning Service and against Maria R. Scott, individually. In support of this motion plaintiffs state as follows:

1. On May 17, 2006, this Court dismissed this cause retaining jurisdiction through 2009 to enforce the terms of a Settlement Agreement. On May 9, 2006, a Settlement Agreement and Release (herein after referred to as "Settlement Agreement") was signed by the Funds' Administrator and plaintiff James S. Jorgensen, in the above captioned lawsuit. A copy of the Settlement Agreement and Release is attached hereto as Exhibit 1. It provides that in the event that

the Company fails to maintain its obligations under this Agreement, on motion and notice to the Company's attorney, Todd Miller, the Funds shall be entitled to "entry of judgment by the Court for all unpaid amounts due plus reasonable attorneys' fees incurred by the Funds in their efforts to obtain compliance with this Settlement Agreement." And, in addition it provides, "[d]efendants will not be permitted to raise defenses to bar judgment of the unpaid balances plus reasonable attorneys' fees and costs." See ¶4, Exhibit 1.

2. The Settlement Agreement provided for payments of \$800.00 per month for thirty-six months beginning May 1, 2006 and ending April 1, 2009. ¶ 2. On or about April 27, 2006, the plaintiffs received payment in the amount of \$800.00, and payments were received for the months of May 2006 through December 2006. No payments were made for January or February 2007. All payments are due on the first day of each month. See, ¶2, Exhibit 1.

3. An affidavit of Joseph Gilleran sets forth that no payments have been received by the Funds for 2007, and that the total amount due is \$33,920.27. (Exhibit 2).

4. Plaintiffs incurred \$620.00 in attorneys' fees which includes time for drafting this motion, an affidavit of Joseph Gilleran, an affidavit of Karen I. Engelhardt, a notice of motion, and making a Court appearance. Plaintiffs' have attached an affidavit of Karen I. Engelhardt describing reasonable attorneys' fees owed for time expended to collect contributions in this cause. (Exhibit 3).

5. According to the Settlement Agreement, Angel's Cleaning is in default. Therefore, the balance due on the note of \$33,920.27, is accelerated (See, Joseph Gilleran's affidavit, Exhibit 2), plus plaintiffs' attorneys' fees of \$630.00, is due to the Funds.

Wherefore, plaintiffs request this Court to enter judgment in the amount of \$34,550.27, which includes the unpaid amounts owed pursuant to the Settlement Agreement, plus attorneys'

fees.

Respectfully submitted,

/s/ Karen I. Engelhardt

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